

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE

01 AUG 8 PM 2 41

IN RE: PETITION OF TCG MIDSOUTH, INC. AND TELEPORT  
COMMUNICATIONS GROUP FOR DECLARATORY RELIEF FOR  
BREACH OF INTERCONNECTION AGREEMENT BY BELL SOUTH  
TELECOMMUNICATIONS, INC.

Docket No. 01-00701

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PETITION

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TCG Midsouth, Inc. and Teleport Communications Group (hereinafter referred to collectively as "TCG"), by and through undersigned counsel, and pursuant to 47 U.S.C. §§251(b)(5), 252(d)(2), 252(i) of the Telecommunications Act of 1996 ("Act"), Tenn. Code Ann. § 65-4-104, *et. seq.* and 65-4-117, and Rule 1220-1-11-.05, and pursuant to its general authority over companies subject to its jurisdiction, hereby files this Petition against BellSouth Telecommunications, Inc. ("BellSouth") for breach of the terms of the Interconnection Agreement entered into by BellSouth and TCG ("TCG Agreement"), and approved by the Tennessee Regulatory Authority ("Authority"). Specifically, TCG wishes to enforce the compensation requirements of its interconnection agreement with BellSouth as it pertains to Internet Service Providers ("ISPs"), switched access, and local traffic including tandem switching costs that BellSouth has withheld payment for to TCG. Because of the prior orders of the Authority, and the detrimental effect caused by BellSouth's withholding of compensation it is obligated to pay TCG, TCG respectfully requests that consideration of this Complaint be expedited.

In other proceedings the Authority has previously considered such compensation requirements of similar interconnection agreements between BellSouth and other entities and previously ruled therein that BellSouth must pay such compensation sought. *See Petition of Brooks Fiber to Enforce Interconnection Agreement and for Emergency Relief, Docket No. 98-00118; Complaint of AVR of Tennessee, LP d/b/a Hyperion of Tennessee, LP Against BellSouth, et seq., Docket No. 98-00530; and Petition of MCI WorldCom, Inc. to Enforce Interconnection Agreement with BellSouth Telecommunications, Inc., Docket No. 99-00662.*

## **I. PARTIES**

1. Teleport Communications Group is the holding company parent of TCG Midsouth, Inc. (hereinafter "TCG"), authorized by the Authority to provide competitive local exchange services (including switched and dedicated access services and intralata toll services) and intrastate interexchange telecommunications services within the state of Tennessee.

2. TCG is authorized to provide competitive local exchange service and intrastate interexchange telecommunications pursuant to certification granted by this Authority provided for in Tenn. Code Ann § 65-4-201(c).<sup>1</sup>

3. BellSouth is an incumbent local exchange carrier under the Act and certificated by the Authority to provide local exchange telecommunications service within the state of Tennessee. BellSouth also provides intraLATA interexchange telecommunications service in the state of Tennessee.

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<sup>1</sup> Docket No. 97-00949, *TCG Midsouth, Inc. Application for CNN to Provide Intrastate Telecommunications Services*.

## **II. SUMMARY OF RELIEF REQUESTED**

4. TCG asks the Authority to:

(a) determine that the "Local Traffic" provisions of the TCG Agreement, adopted on July 14, 1999, and approved by the Authority on January 11, 2001, as set forth in an Order issued on January 25, 2000, in Docket No. 99-00893, requires BellSouth to pay TCG for transport and termination of calls to Internet Service Providers ("ISPs") and switched access;

(b) determine that BellSouth has breached the TCG Agreement by failing to pay TCG: (i) reciprocal compensation for the transport and termination of Local Traffic as defined therein, including calls originated by BellSouth's end-user customers and transported and terminated by TCG to ISPs and (ii) switched access charges for telephone exchange service provided by TCG to BellSouth;

(c) find BellSouth responsible under the TCG Agreement for payment of: (i) reciprocal compensation for "Local Traffic," including calls transported and terminated to Internet Service Providers ("ISPs") and (ii) switched access charges;

(d) enforce the TCG Agreement by ordering BellSouth to pay TCG for terminating such Local Traffic under the reciprocal compensation provisions of the TCG Agreement and to pay TCG for switched access charges for the origination and termination of intraLATA toll service provided by TCG to BellSouth, in the amount of \$1,108,634.16 and late payment assessments of \$185,368.35 totaling \$1,294,002.51, for the period of July 14, 1999 (the date on which the TCG Agreement was adopted) through February 24, 2000 (the date on which the TCG Agreement expired).

### III. JURISDICTION OF THE AUTHORITY

5. This Authority has jurisdiction to enforce the terms of the New TCG Agreement that BellSouth has breached as alleged herein. The United States Court of Appeals for the Eighth Circuit confirmed that, pursuant to Section 252 of the Act, state commissions, like this one, "are vested with the power to enforce the terms of the agreements they approve."<sup>2</sup> The Authority also has jurisdiction to consider and resolve this Petition pursuant to Tenn. Code Ann. § 65-4-104, *et. seq.* and 65-4-117, and Rule 1220-1-11-.05, and pursuant to its general authority over companies subject to its jurisdiction. Moreover, Section 16 of the New TCG Agreement requires the parties to petition this Authority for a resolution of any disputes that arise in the interpretation of the New TCG Agreement.

6. The Federal Communications Commission ("FCC") has determined that, in the absence of a federal rule regarding appropriate compensation for ISP traffic, the decisions of state commissions on this issue have binding effect.<sup>3</sup> In March 2000, the D.C. Circuit Court vacated and remanded the FCC's previous ruling that ISP-bound calls are jurisdictionally interstate for want of "reasoned decision-making."<sup>4</sup> Pursuant to the D.C. Circuit Court's remand, the FCC recently concluded that ISP-bound traffic is not subject to the reciprocal compensation obligations of 47 U.S.C. §251(b)(5). In doing so, the FCC expressly stated that its newly established interim reciprocal compensation regime for ISP-bound traffic "does not preempt any

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<sup>2</sup> *Iowa Utilities Board v. FCC*, 120 F.3d 753, 804 (8th Cir. 1997).

<sup>3</sup> Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Inter-Carrier Compensation for ISP-Bound Traffic, CC Docket Nos. 96-98 and 99-68, FCC No. 99-38, Declaratory Ruling and Notice of Proposed Rulemaking ¶24 (rel. Feb. 26, 1999) ("*ISP Declaratory Ruling*").

<sup>4</sup> Bell Atlantic Telephone Company v. Federal Communications Commission, No. 99-1094, 206 F.3d 1, 3 (D.C. Cir. 2000) vacating and remanding the FCC's *ISP Declaratory Ruling*.

state commission decision regarding compensation for ISP-bound traffic for the period prior to the effective date of the interim regime we adopt here.”<sup>5</sup>

#### **IV. STATEMENT OF FACTS**

7. Teleport Communications Group, Inc. (“TCG”) executed a local interconnection agreement with BellSouth Telecommunications, Inc. on July 15, 1996, for a term of three years. The Authority approved the Agreement and its Amendments between TCG and BellSouth at a regularly scheduled Authority Conference held on October 20, 1998, and approved the Agreement in an order on January 8, 1999, in Docket 98-00642.<sup>6</sup> (hereinafter “Original Agreement” or “Original TCG Agreement”)

8. A certificate of authority to provide local exchange telecommunications services in Tennessee was issued to TCG by Order on July 10, 1997 (Errata July 14, 1997) effective December 30, 1999, Docket No. 97-00949.

9. AT&T Corp., the parent corporation of AT&T Communications of the South Central States, Inc., acquired Teleport Communications Group, Inc., the parent company of TCG Midsouth, Inc., effective July 23, 1998.

10. At the time of the AT&T/TCG merger, AT&T and BellSouth had entered into a three-year agreement effective February 24, 1997, through February 23, 2000. (“AT&T

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<sup>5</sup>Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Inter-Carrier Compensation for ISP-Bound Traffic, CC Docket Nos. 96-98 and 99-68, FCC No. 01-131, Order on Remand and Report and Order (Rel. April 27, 2001), at ¶82; see also fn. 149.

<sup>6</sup> *Petition for Approval of the Interconnection Agreement and Amendments Negotiated by BellSouth Telecommunications, Inc. and Teleport Communications Group Inc. Pursuant to Section 251, 252 and 271 of the Telecommunications Act of 1996.*

Agreement") The Authority approved the AT&T Agreement on April 29, 1997, and the amendment thereto on November 18, 1997, in Docket Nos. 96-01152, and 97-00249.<sup>7</sup>

11. Thereafter, TCG adopted the AT&T Agreement on July 14, 1999 (hereinafter "the New TCG Agreement").<sup>8</sup> A copy of the pertinent parts of the New TCG Agreement is attached hereto and incorporated herein as Exhibit "A" along with amended language filed at the time of the adoption that is attached hereto and incorporated herein as Exhibit "B".

12. The Act imposes a duty on competing local telephone companies to compensate each other for calls that originate on one carrier's network but terminate on the other carrier's network. The TCG Agreement includes this duty of reciprocal obligations to compensate each party for such traffic.<sup>9</sup>

13. TCG and BellSouth provide local exchange services over their respective networks to end-user customers pursuant to the terms of the TCG Agreement. Some of TCG's (and BellSouth's) end-user customers are business customers operating as ISPs. Typically, end-users connect to an ISP by dialing a toll free seven-digit or ten-digit telephone number using local exchange service.

14. TCG has consistently billed BellSouth for reciprocal compensation for transport and termination of Local Traffic and switched access as provided in the New TCG Agreement.

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<sup>7</sup> *In the matter of the Interconnection Agreement negotiations between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc. pursuant to 47 U.S.C. §252, Docket No. 96-01152; and In Re Petition for Approval of the First Amendment to the Interconnection Agreement between BellSouth Telecommunications, Inc. and AT&T Communications of the South Central States, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, Docket No. 97-00249.*

<sup>8</sup> *Petition for Approval of the Interconnection Agreement and Amendment negotiated by BellSouth Telecommunications, Inc. and Teleport Communications Group., pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, Docket No. 99-00893.*

<sup>9</sup> *See* New TCG Agreement, Attachment 6, Section 5.1 (mutual compensation) and Attachment 11 (definition of "Local Traffic").

BellSouth has breached the TCG Agreement by failing to pay TCG reciprocal compensation for the transport and termination of Local Traffic, including Local Traffic transported and terminated to ISPs from July 14, 1999, through February 24, 2000. Although BellSouth delivered Local Traffic to TCG for termination at end-user ISPs, it has withheld payment for such traffic during the entire term of the New TCG Agreement.

15. TCG has rendered reciprocal compensation bills to BellSouth from July 14, 1999, through February 24, 2000, based on percent local usage factors ("PLUs") given to TCG by BellSouth. BellSouth has rendered reciprocal compensation bills to TCG as well. To the best of TCG's knowledge and belief, BellSouth included ISP traffic in reciprocal compensation bills rendered to TCG, and TCG paid those bills without objection.

16. BellSouth's refusal to provide reciprocal compensation for local ISP traffic originated by its end-users constitutes a material breach of the terms of the New TCG Agreement. BellSouth's action also violates Section 251(b)(5) of the Act that sets forth the obligation of all local exchange companies ("LECs") to provide reciprocal compensation. Moreover, BellSouth's refusal to pay reciprocal compensation for calls terminated to ISPs is inconsistent with a number of the Authority's orders as well as FCC, federal appellate court and state regulatory decisions that have directly addressed this issue.

## **V. COUNT I: BREACH OF INTERCONNECTION AGREEMENT**

17. TCG restates and incorporates by reference each and every allegation stated above as though fully set forth herein.

18. Local Traffic calls to ISPs are subject to reciprocal compensation arrangements under the Agreement. Section 5.1 of Attachment 6 of the TCG Agreement requires BellSouth and TCG to pay reciprocal compensation to each other for all local telephone exchange traffic

that originates on one company's network and terminates on the other's network in accordance with the rates set forth in Part IV Table I of the Agreement. The Reciprocal Compensation provision in Section 5.1, Mutual Compensation, in Attachment 6 of the TCG Agreement, as amended August 1, 1997, states:

The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other Party's customer. Such Local Traffic shall be recorded and transmitted to [TCG] and BellSouth in accordance with this Attachment. When a[] [TCG] Customer originates traffic and [TCG] sends it to BellSouth for termination, [TCG] will determine whether the traffic is local or intraLATA toll. When a BellSouth Customer originates traffic and BellSouth sends it to [TCG] for termination, BellSouth will determine whether the traffic is local or intraLATA. Each Party will provide the other with information that will allow it to distinguish local from intraLATA toll traffic. At a minimum, each Party shall utilize NXX's in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic. When [TCG] interconnects with BellSouth's network for the purpose of completing local and intraLATA toll traffic, [TCG] will, at its option, interconnect at either the tandem or end office switch to complete such calls paying local interconnection rates for its customers' local calls and switched access rates for its customers' intraLATA toll calls. Such interconnection will be ordered as needed by [TCG] to complete such local and intraLATA toll calls. Further, the Local Traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totalled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this Local Traffic shall be in accordance with Part IV to this Agreement.

The ISP traffic at issue is originated by a BellSouth end-user, delivered to TCG, and terminated on TCG's network. Pursuant to the mutual compensation arrangement in the TCG Agreement, calls from BellSouth's end-user customers to TCG's end-user customers that are ISPs are subject to reciprocal compensation.



19. BellSouth has withheld payments to TCG mandated under the New TCG Agreement for switched access charges and TCG's transport and termination of Local Traffic terminated at ISPs.

20. Traffic from BellSouth's end-user customers to TCG's end-user customers that are ISPs is "Local Traffic" for purposes of to reciprocal compensation arrangements under the terms of the TCG Agreement. Attachment 11 of the TCG Agreement defines "Local Traffic" as:

any telephone call that originates and terminates in the same LATA and is **billed by the originating Party as a local call**, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which [TCG] is not directly interconnected. (emphasis added).

The traffic at issue fits the definition of "Local Traffic": BellSouth's end-user customers place calls to TCG's end-user ISP customers; the traffic originates and terminates in the same LATA; and BellSouth, the originating party, treats these calls as local when billing its end users. In fact, BellSouth bills its originating end-user customers local rates when they dial any ISP, whether the ISP is served by BellSouth, TCG or another provider. Clearly, calls to ISPs fall within the agreed-upon definition of "Local Traffic," and because the traffic at issue is "Local Traffic" under the TCG Agreement, for the purposes of reciprocal compensation, reciprocal compensation is due from BellSouth to TCG.

21. BellSouth and TCG crafted a contractual definition of "Local Traffic" in the Original TCG Agreement and agreed upon the same exact language in the New Agreement.<sup>10</sup>

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<sup>10</sup> Part I, Section D of the Original TCG Agreement and Attachment 11 of the New Agreement define "Local Traffic" as "any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a local call, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which TCG is not directly interconnected."

The parties expressly characterized what was to be considered "Local Traffic" in order to eliminate uncertainty over what type of traffic might be encompassed by the definition. If BellSouth had intended **at the time of the Agreement** to exclude calls terminated to ISP customers of TCG from the definition of "Local Traffic," it could have, and should have, sought to modify the contractual definitions. BellSouth did not do so.

22. The Original and the New TCG Agreement utilized the PLU factors for deriving the amount of local minutes to be billed to BellSouth. No similar accounting or tracking provision was placed in the TCG Agreement for a "Percentage Internet Usage" factor for traffic terminated to an ISP. If BellSouth truly intended to treat ISP traffic as non-local, it undoubtedly would have and should have insisted on such a factor. The only explanation for the absence of such an essential factor is that **neither** of the parties expected or intended to treat ISP traffic any differently from other Local Traffic.

23. TCG has billed BellSouth according to BellSouth's PLU factors and BellSouth has refused to remit payments for ISP traffic in accordance with the bills rendered. The New TCG Agreement, applicable laws, orders and regulations do not create a distinction between calls terminated to end-users that happen to be ISPs. All calls that terminate within the same LATA, regardless of the identity of the end-user, are local calls under Attachment 11 of the New TCG Agreement, and reciprocal compensation, as stated in Attachment 6, is due for such calls. This includes calls placed by BellSouth's customers to TCG's ISP customers.

24. TCG has billed BellSouth switched access charges for completing intraLATA toll calls originated by BellSouth customers. When TCG receives calls from BellSouth, it applies the BellSouth PLU factor to such traffic. The percent of traffic that is not local is intraLATA toll

traffic. TCG has billed BellSouth according to BellSouth's PLU factors and BellSouth has refused to remit payments in accordance with the bills rendered for switched access.

25. TCG requests this Authority to determine that because the TCG Agreement includes the same definition of "Local Traffic" as provided for in the Original Agreement, BellSouth is obligated to pay TCG reciprocal compensation for calls from BellSouth end-users to TCG end-user ISPs during the term of the TCG Agreement, from July 14, 1999, through February 24, 2000, plus late payment charges, as provided in the TCG Agreement.<sup>11</sup>

26. As a result of BellSouth's breach of the TCG Agreement and refusal to fulfill its obligation to pay reciprocal compensation and switched access charges in full, TCG has suffered a monetary loss in the amount of \$1,108,634.16.

27. TCG must be made whole and put in the position it would have been in had BellSouth fulfilled its obligations under the New TCG Agreement. TCG can only be made whole through BellSouth's payment of reciprocal compensation and switched access charges required under the TCG Agreement in the amount of \$1,108,634.16 in addition to Late Payment Fees as mandated in Attachment 6, Section 15, in the amount of \$185,368.35, for a total of \$1,294,002.51 for transport, termination, and switched access services rendered to BellSouth.

## **VII. PRAYER FOR RELIEF**

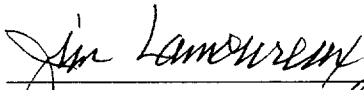
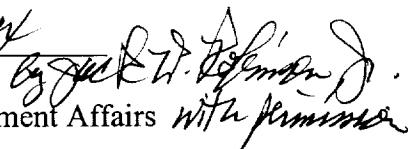
WHEREFORE, TCG requests that the Authority: (1) find BellSouth responsible under the TCG Agreement for payment of reciprocal compensation, including ISP traffic and switched

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<sup>11</sup> See Attachment 6, Section 15, Late Payment Charges, states in pertinent part: "If either Party fails to remit payment for any charges described in this Attachment by the payment due date, ..., a late payment penalty shall be assessed. The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one-half percent (1 ½%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made."

access charges; (2) determine that BellSouth breached the Agreement by failing to pay TCG switched access charges and reciprocal compensation for the transport and termination of Local Traffic originated by BellSouth's end-user customers and sent to TCG's network for termination at ISPs that are TCG's end-user customers; (3) enforce the TCG Agreement between TCG and BellSouth by ordering BellSouth to pay TCG reciprocal compensation for termination of ISP-bound traffic and switched access charges for the period of July 14, 1999, through the expiration of the TCG Agreement on February 24, 2000, in addition to late payment assessments, which amount to a total of \$1,294,002.51; (4) grant such other relief as the Authority deems appropriate.

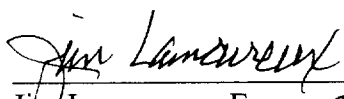

Respectfully submitted,

  
Jim Lamoureux, Esq.   
AT&T Law And Government Affairs *with permission*  
1200 Peachtree Street  
Suite 8068  
Atlanta, Georgia 30309  
(404) 810-7175

**CERTIFICATE OF SERVICE**

8 I HEREBY CERTIFY that a copy of the foregoing Petition was served by U. S. Mail this day of August, 2001 to the following interested parties:

Guy M. Hicks, Esq.  
BellSouth Telecommunications, Inc.  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-3300

  
\_\_\_\_\_  
Jim Lamoureux, Esq. 



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## **CONNECTIVITY BILLING AND RECORDING**

### **1. General**

This Section describes the requirements for BellSouth to bill and record all charges AT&T incurs for purchasing Local Services for resale and for Network Elements and Combinations, and to provide Meet Point Billing and Mutual Compensation.

### **2. Billable Information And Charges**

BellSouth will bill and record in accordance with this Agreement those charges AT&T incurs as a result of AT&T purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this Agreement. BellSouth will bill charges for interconnection and charges for unbundled network elements, with the exception of the unbundled ports or unbundled port/loop combinations through CABS or in the CABS format. BellSouth will format each bill in CABS or in CABS format in accordance with CABS standards and specifications. As an interim process, the Parties have agreed to specific elements of CRIS billing. Those elements are named in Exhibit A attached hereto and incorporated herein by this reference. Each bill shall set forth the quantity and description of each such Network Element, Combination, or Local Service provided and billed to AT&T. All charges billed to AT&T will indicate the state from which such charges were incurred except in cross boundary state situations. A listing of the current cross state boundary exchanges has been provided to AT&T.

2.1 As an interim process, BellSouth will provide AT&T with bills in the CRIS/CLUB format via paper or other mutually agreed upon medium for those services purchased by AT&T for resale and for the billing of the unbundled port and loop/port combination in accordance with the specifications and requirements set forth in Exhibit A to this Attachment for no more than one hundred, eighty (180) days after the Effective Date of this Agreement. After that time, BellSouth shall provide bills using only CABS or the CABS format as outlined in this Agreement. AT&T and BellSouth will work together in a cooperative effort with the OBF to establish a single billing system and applicable standards. Once the billing standards/system are defined, BellSouth and AT&T will mutually agree when the standards/system will be implemented.

2.2 BellSouth shall provide AT&T a monthly bill that includes all charges incurred by and credits and/or adjustments due to AT&T for those Network Elements, Combination thereof, or Local Services ordered, established, utilized,



discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to AT&T shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments.

- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to AT&T, must be a valid calendar date, and not more than one (1) year old. Bills shall not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date, except as otherwise permitted by law. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. BellSouth will provide from and through dates for charges rendered on all bills. In addition, BellSouth will separately identify business charges from residence charges, as appropriate.
- 2.4 BellSouth shall bill AT&T for each Network Element, combination thereof, or Local Service, supplied by BellSouth to AT&T pursuant to this Agreement at the rates set forth in this Agreement. BellSouth will bill AT&T based on the actual charges incurred, provided, however, for those usage based charges where actual charge information is not determinable by BellSouth because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types will be totalled for the entire monthly bill cycle and then rounded to the next whole minute.
- 2.5 **DELETED**
- 2.6 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment. Billing questions subsequent to implementation will be directed to the billing specialist in the Local Carrier Service Center (LCSC) for CRIS billing and through the Interexchange Carrier Service Center (ICSC) for CABS related issues.

### 3. Meet Point Billing

- 3.1 Where appropriate for unbundled network elements, AT&T and BellSouth will establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- 3.2 AT&T and BellSouth will implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC") for that portion of the network elements provided by AT&T or BellSouth. For all traffic carried over the MPB arrangement, AT&T and BellSouth shall bill each other all applicable elements at the rates specified in this Agreement.
- 3.3 BellSouth shall provide to AT&T the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of AT&T's network in an AT&T/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to AT&T in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of AT&T's network in an AT&T/BellSouth MPB arrangement, and for whom BellSouth must supply to AT&T MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to AT&T for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and AT&T.
- 3.4 BellSouth and AT&T agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office

switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.

- 3.5 BellSouth and AT&T will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. BellSouth and AT&T will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 3.6 If MPB data is not processed and delivered by either BellSouth or AT&T and sent to the other Party within ten (10) days of their recording and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges. When the subsequent billing company ("SBC") is the recording company, they shall provide the initial billing company ("IBC") the detail billing records on a weekly basis (within five (5) days). If the IBC is the recording company, detail billing record exchange is not necessary. The IBC shall provide the SBC the summary billing records within ten (10) days from the IBC bill date. The Party who failed to deliver the data will be held liable for the amount of the unbillable charges.
- 3.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 3.8 Errors in MPB data exchanged by the Parties may be discovered by AT&T, BellSouth or the billable IXC. Both AT&T and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to intractable errors or otherwise, the Parties shall follow the procedures set forth in the Customer Billing Data Attachment of this Agreement and compensate the other for the lost MPB billing data.

- 3.9 In the event AT&T purchases from BellSouth Network Elements, or Combination thereof, in a LATA other than the LATA to or from which the MPB services are homed and in which BellSouth operates an access tandem, BellSouth shall, except in instances of capacity limitations, permit and enable AT&T to sub-tend the BellSouth access tandem switch(es) nearest to the AT&T rating point(s) associated with the NPA-NXX(s) to/from which the MPB services are homed. In instances of capacity limitation at a given access tandem switch, AT&T shall be allowed to sub-tend the next-nearest BellSouth access tandem switch in which sufficient capacity is available. The MPB percentages for each new rating point/access tandem pair shall be calculated in accordance with MECAB and MECOD.
- 3.10 Neither AT&T nor BellSouth will charge the other for the services rendered, or for information provided pursuant to Section 4 of this Attachment except those MPB charges specifically set forth herein. Both Parties will provide the other a single point of contact to handle any MPB questions.

#### **4. Collocation**

When AT&T collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to AT&T pursuant to this Attachment. All such capital expenses shall be given a unique BAN (as defined in Section 7, below) and invoice number. All invoices for capital expenses shall be sent to the location specified by AT&T for payment. All other non-capital recurring collocation expenses shall be billed to AT&T in accordance with this Agreement. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized bills, the bill label for non-capital recurring collocation expenses shall be entitled "Collocation".

#### **5. Mutual Compensation**

- 5.1 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other Party's customer. Such Local Traffic shall be recorded and transmitted to AT&T and BellSouth in accordance with this Attachment. When an AT&T Customer originates traffic and AT&T sends it to BellSouth for termination, AT&T will determine whether the traffic is local or intraLATA toll. When a BellSouth Customer originates traffic and BellSouth sends it to AT&T for termination, BellSouth will determine whether the traffic is local or intraLATA

toll. Each Party will provide the other with information that will allow it to distinguish local from intraLATA toll traffic. At a minimum, each Party shall utilize NXX's in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic. When AT&T interconnects with BellSouth's network for the purpose of completing local and intraLATA toll traffic, AT&T will, at its option, interconnect at either the tandem or end office switch to complete such calls paying local interconnection rates for its customers' local calls and switched access rates for its customers' intraLATA toll calls. Such interconnection will be ordered as needed by AT&T to complete such local and intraLATA toll calls. Further, the Local Traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totalled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this Local Traffic shall be in accordance with Part IV to this Agreement.

**6. Local Number Portability**

**6.1 DELETED**

- 6.2 When an IXC terminates an interLATA or IntraLATA toll call to an AT&T local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that AT&T shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth, and any INP fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to an AT&T local exchange customer whose telephone number has been ported from BellSouth, and is terminated on AT&T's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

**7. Issuance of Bills - General**

- 7.1 BellSouth and AT&T will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and AT&T will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), as further defined in the CABS document or CRIS elements set forth in Exhibit A as appropriate. On bills BellSouth renders to AT&T, BANs shall be 13 character alpha/numeric and there shall only be one BAN per Revenue Accounting Office ("RAO"). The Bill Date shall be the same day month to month for all BANs, except that the 4<sup>th</sup>, 7<sup>th</sup> or 13<sup>th</sup> of each month will not be used as a Bill

Date for bills BellSouth renders to AT&T. AT&T will provide one (1) BAN per state and the bill date will be the same day month to month for all BANs. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 7.2 BellSouth and AT&T shall issue all CABS bills or bills in CABS format containing such billing data and information in accordance with CABS Version 26.0, Issue 4, or such later versions of CABS as are published by BellCore, or its successor, except that if the Parties enter into a meet-point billing arrangement, such billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by BellCore, or its successor. To the extent that there are no CABS or MECAB standards governing the formatting of certain data, such data shall be issued in the format specified by AT&T. Consistent with Section 2.1.1 of this Attachment 6, BellSouth may issue AT&T Resale and unbundled port Connectivity bills in CRIS/CLUB format as provided herein for no more than one hundred eighty (180) days after the Effective Date of this Agreement.
- 7.3 Within thirty (30) days of finalizing the chosen billing media, each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

- 7.4 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. AT&T and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

## **8. Electronic Transmissions**

- 8.1 BellSouth and AT&T agree that each Party will transmit billing information and data in the appropriate CABS format electronically via CONNECT:Direct (formerly known as Network Data Mover) to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. BellSouth must provide AT&T/Alpharetta its CONNECT:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via CONNECT:Direct. AT&T's CONNECT:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in BellSouth's CONNECT:Direct software. AT&T will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.
- 8.2 The following dataset format shall be used as applicable for those charges transmitted via CONNECT:Direct in CABS format:

## Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	LEC Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR)  Or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional)  or GA (US Postal-State Code)

## Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR)  Or CSR (Customer Service Record)



**8.3 DELETED****9. Tape or Paper Transmissions**

- 9.1 In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by AT&T and BellSouth. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

**TO AT&T:**

Tape Transmissions via U.S. Mail:	AT&T 300 North Point Parkway FLOC 217M01 Alpharetta, Georgia 30202 Attn: Access Bill Coordinator
Tape Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: Access Bill Coordinator

Paper Transmissions via U.S. Mail:	AT&T Caller Service 6908  Alpharetta, Georgia 30202 Attn: Access Bill Coordinator
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Paper Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: Access Bill Coordinator
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**TO BellSouth:**

Tape Transmissions:	Attn:
Paper Transmissions:	Attn:

- 9.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any Connectivity Billing tapes in tape canisters.
- 9.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. AT&T reserves the

right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.

- 9.4 Billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	
Record Length	225 bytes (fixed length)	
Blocking factor	84 records per block	
Block size	18,900 bytes per block	
Labels	Standard IBM Operating System	

- 9.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.
- 9.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)

EOF1 and EOF2	Data set trailer labels (end-of-data-set)
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The HDR1, EOVS, and EOF1 labels use the same format and the HDR2, EOVS, and EOF2 labels use the same format.

9.7 The Standard Volume Label Format (Vol. 1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alpha-numeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code(10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.
Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.

9.8 The IBM Standard Dataset Label 1 Format (HDR1, EOVS, EOF1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	<p>Three characters that identify the label are:</p> <p>HDR Header label (at the beginning of a dataset)</p> <p>EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume)</p> <p>EOF Trailer label (at the end of a dataset).</p>
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.
Dataset Identifier (17 bytes)	The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.
Dataset Serial Number (6 bytes)	The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.
Volume Sequence Number (4 bytes)	A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.
Dataset Sequence Number (4 bytes)	A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.
Generation Number (4 bytes)	If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.

FIELD NAME	CONTENTS
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.
Creation Date (6 bytes)	<p>Year and day of the year when the dataset was created. The date is shown in the format byydd where:</p> <p>b = blank</p> <p>yy = year(00-99)</p> <p>ddd = day(001-366)</p>
Expiration Date (6 bytes)	<p>Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byydd where:</p> <p>b = blank</p> <p>yy = year (00-99)</p> <p>ddd = day (001-366)</p>
Dataset Security (1 byte)	<p>A code number indicating the security status of the dataset is as follows:</p> <p>0      No password protection</p> <p>1      Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined)</p> <p>3      Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).</p>
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).

FIELD NAME	CONTENTS
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

9.9 The IBM Standard Dataset Label 2 Format (HDR2, EOVS, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

Label Identifier (3 bytes)	Three characters that identify the label are as follows:  HDR Header label (at the beginning of a dataset)  EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume)  EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.
Record Format (1 byte)	An alphabetic character that indicates the format of records in the associated dataset as follows:  F Fixed length  V Variable length  U Undefined length.

Block Length (5 bytes)	<p>A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3:</p> <p>Format F - Block length (must be a multiple of the logical record length in Field 5)</p> <p>Format V - Maximum block length (including the 4 byte length indicator in the block)</p> <p>Format U - Maximum block length.</p>						
Record Length (5 bytes)	<p>A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3:</p> <p>Format F - Logical record length</p> <p>Format V - Maximum logical record length (including the 4 byte length indicator in the records)</p> <p>Format U - Zeros.</p>						
Tape Density (1 byte)	<p>A code indicating the record density of the tape, as follows:</p> <p>Recording Density</p> <table> <tr> <th>DEN Value</th><th>9-Track Tape</th></tr> <tr> <td>3</td><td>1600 (PE)</td></tr> <tr> <td>4</td><td>6250 (GCR)</td></tr> </table> <p>PE - is for phase encoded mode</p> <p>GCR - is for group coded recording mode.</p>	DEN Value	9-Track Tape	3	1600 (PE)	4	6250 (GCR)
DEN Value	9-Track Tape						
3	1600 (PE)						
4	6250 (GCR)						
Dataset Position (1 byte)	<p>A code, indicating a volume switch, is as follows:</p> <p>0 - No volume switch has occurred</p> <p>1 - A volume switch previously occurred.</p>						



Job/Job Step (17 bytes)	Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.
Tape Recording Technique (2 bytes)	A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.
Control Characters (1 byte)	A code indicating whether a control character set was used to create the dataset and the type of control characters used:  A     Contains ASCII control characters  M     Contains machine control characters  b     Contains no control characters.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
Block Attribute (1 byte)	A code indicating the block attribute used to create the dataset:  B     Blocked records  S     Spanned records  R     Blocked and spanned records  b     No blocked and no spanned records.
Reserved (8 bytes)	Bytes 40-42 - reserved for future use -should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.
Checkpoint Dataset (1 byte)	In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.
Reserved (32 bytes)	Reserved for future use - should be recorded as blanks.

**10. Testing Requirements**

- 10.1 Within thirty (30) days of the execution of this Agreement, BellSouth shall send to AT&T bill data in the appropriate mechanized format (i.e. CABS or CRIS) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment 6. After receipt of the test data from BellSouth, AT&T will notify BellSouth if the billing transmission meets AT&T's testing specifications. If the transmission fails to meet AT&T's testing specifications, BellSouth shall make the necessary corrections. At least three (3) sets of testing data must meet AT&T's testing specifications prior to BellSouth sending AT&T a mechanized production bill for the first time via electronic transmission or tape. Thereafter, BellSouth may begin sending AT&T mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.
- 10.2 At least thirty (30) days prior to changing mechanized formats (e.g., CABS), BellSouth shall send to AT&T bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. BellSouth agrees that it will not send AT&T bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.
- 10.3 BellSouth shall provide to AT&T's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30302, BellSouth's originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.
- 10.4 During the testing period, BellSouth shall transmit to AT&T billing data and information via paper transmission. Test tapes shall be sent to AT&T at the following location:

Test Tapes:	AT&T 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30302 Attn: Access Bill Testing Coordinator
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**11. Additional Requirements**

- 11.1 BellSouth agrees that if it transmits data to AT&T in a mechanized

format, BellSouth will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for AT&T to process billing information and data:

- The BAN shall not contain embedded spaces or low values.
- The Bill Date shall not contain spaces or non-numeric values.
- Each bill must contain at least one detail record.
- Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
- The Invoice Number must not have embedded spaces or low values.

**11.2 DELETED**

**12. Bill Accuracy Certification**

Within 120 days of the execution of this Agreement, AT&T and BellSouth will agree upon a CRIS billing quality assurance program that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the billing, recording of charges will be part of that program. In the event the Parties are unable to reach agreement on such a program, the matter will be resolved pursuant to the disputes process provided in Attachment 1.

**13. Payment Of Charges**

- 13.1** Subject to the terms of this Agreement, AT&T and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made on the preceding business day.
- 13.2** Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and AT&T shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT. AT&T

will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide to AT&T with only one address to which such payments shall be rendered. In the event AT&T receives multiple bills from BellSouth which are payable on the same date, AT&T may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

#### **14. Billing Disputes**

- 14.1** Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. The Parties shall replicate the bill closure procedures set forth in the Access Billing Supplier Quality Certification Operating Agreement. A mutually agreed upon escalation process similar to what is used for CABS billing will be established for the CRIS resale bill as part of the quality assurance program developed pursuant to Section 12 of this Attachment 6. In the interim, in the event of a billing dispute, the process described in Exhibit B to this Attachment shall be followed. Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit as described in Section 11 of the General Terms and Conditions of this Agreement. Closure will take place within three (3) months of the Bill Date. The month being closed represents those charges that were billed or should have been billed by the respective Bill Date. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
- 14.1.1** If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.
- 14.1.2.** If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 14.1.3** If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute will be resolved in accordance with the procedures set forth

in the Section 16 of the General Terms and Conditions of this Agreement and Attachment 1.

- 14.2 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

**15. Late Payment Charges**

If either Party fails to remit payment for any charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

**16. Adjustments**

Subject to the terms of this Attachment, BellSouth will reimburse AT&T for incorrect billing charges; overcharges; Local Services Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Local Services associated with any Element, or combination thereof, ordered or requested; Local Services, Elements, or Combination thereof, of poor quality; and installation problems if caused by BellSouth. Such reimbursements shall be set forth in the appropriate section of the CABS bill pursuant to CABS, standards.

**17. Recording of Call Information**

- 17.1 Where Telecommunications Services are being resold or unbundled Network Elements are being utilized, the Parties agree to record call information in accordance with this subsection. To the extent technically feasible, each Party will record and process the usage sensitive call detail information associated with the other Party's local exchange customer. The call records for the charged number shall be provided at a Party's request and shall be formatted pursuant to BellCore standards and the terms and conditions of this Agreement. BellSouth and AT&T agree that they will retain, at each Party's sole expense, copies of all AMA transmitted to the other Party for at least seven (7) calendar days after transmission to the other Party.
- 17.2 Each Party will provide the other Party with a carrier identification code ("CIC") on each EMR record transmitted to the other Party. If BellSouth does not have a CIC for any local exchange carrier, BellSouth or IXC for whom BellSouth must supply to AT&T billing records or information pursuant to this Attachment, BellSouth agrees that it will assist the local exchange carrier, BellSouth or IC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, BellSouth agrees that it will submit its CIC to AT&T on those records for billing and payment. BellSouth further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier. Likewise, if AT&T does not have a CIC for any local exchange carrier, BellSouth or IXC for whom AT&T must supply to BellSouth billing records or information pursuant to this Attachment, AT&T agrees that it will assist the local exchange carrier, BellSouth or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, AT&T agrees that it will submit its CIC to BellSouth on those records for billing and payment. AT&T further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.
- 17.3 **DELETED**
- 17.3.1 **DELETED**
- 17.3.2 **DELETED**
- 17.3.3 **DELETED**
- 17.4 The Parties agree that they will provide each other a single person to contact regarding any data exchange problems.
18. **DELETED**

Exhibit A

**REQUIREMENTS FOR NON-CABS BILLING  
OF  
AT&T LOCAL SERVICE RESALE**

AT&T and BellSouth agree to the following requirements for non-CABS billing for Local Service Resale:

- BellSouth will provide a 13 character alpha-numeric Billing Account Number (BAN)
- BellSouth will provide one (1) BAN per Regional Accounting Office (RAO)
- BellSouth will provide one (1) bill cycle for all BANs / RAOs excluding the 4th, 7th and 13th bill cycles
- BellSouth will render the bill within ten (10) days of the bill date
- AT&T will render payment 30 days from the bill date or 20 days from the date the bill is received, whichever is greater
- AT&T will render payment via wire transfer to the existing CABS billing address
- BellSouth will render billing for PIC charges separately
- BellSouth will bill monthly service charges in advance of the bill date
- BellSouth will bill usage charges in arrears of the bill date
- BellSouth will identify all charges by incurred state except in cross boundary situations
- All local billing is considered jurisdiction '5'
- BellSouth will uniquely identify the local billing BANs as Type Of Account 'Q'
- BellSouth will separately identify business and residence charges via 1FB or 1FR
- BellSouth will provide From and Through dates for all local billing

## Exhibit B

**BELLSOUTH LOCAL CARRIER SERVICE CENTER (LCSC)  
ESCALATION LIST****LOCAL CARRIER SERVICE CENTER**

<b>Telephone Numbers</b>	Office .....800-872-3116 Local Service Requests, LSR Questions, Billing Inquiries and General Assistance
	Fax Number .....800-872-7059 All Forms
<b>Managers</b>	Director Barbara Warren .....700-451-0853
	Manager Paula Murphy .....700-451-0883
<b>Mailing Address</b>	Local Carrier Service Center (LCSC) BellSouth Room D-20 5147 Peachtree Industrial Boulevard Chamblee, GA 30341
<b>Hours of Operation</b>	8:30 AM to 5:00 PM EST Monday - Friday
<b>Holidays Observed</b>	New Years Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day
<b>Process</b>	The long-term escalation process will be developed as part of the Quality Assurance program outlined in paragraph 12 of this attachment. In the interim, AT&T will escalate any billing discrepancies to the BellSouth LCSC Manager. If resolution is not attained within 30 days, AT&T will escalate the discrepancy to the BellSouth Director. If the billing discrepancy is not resolved within 30 days, AT&T will obtain the name and number



of the next level manager from the BellSouth Director and continue escalating until a resolution is reached.

**"Act"** means the Telecommunications Act of 1996.

**"Advanced Intelligent Network (AIN)"** is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

**"Affiliate"** is as defined in the Act.

**"Agreement"** has the meaning set forth in Section 1 of the General Terms and Conditions.

**"AMA"** means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

**"Ancillary Functions"** has the meaning set forth in Part 3 of the General Terms and Conditions.

**"Applicable Law"** is as defined in Section 22.6 of the General Terms and Conditions.

**"Arbitrator(s)"** is the person or persons selected by the Parties to serve as Arbitrator(s) for any dispute submitted to arbitration pursuant to the Dispute Resolution Process outlined in Attachment 1.

**"As Defined in the Act"** means as specifically defined by the Act and as interpreted in the duly authorized rules and regulations of the FCC or Commission.

**"AT&T"** has the meaning set forth in the Preface.

**"AT&T Customer"** means any business or residential customer for AT&T services.

**"Automatic Location Identification/Data Management System (ALI/DMS)"** means the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.

**"Automatic Route Selection (ARS)"** is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

**"Bellcore"** means Bell Communications Research, Inc.

**"BellSouth"** has the meaning set forth in the preface.

**"BellSouth Customers"** means any business or residence customer for BellSouth services.

**"Bill and Keep"** is a reciprocal compensation arrangement whereby the compensation that one company offers to another for the completion of its calls is the agreement to complete the other company's calls in a like manner.

**"BLV/BLI (Busy Line Verify/Busy Line Interrupt) Traffic" or "BLV/BLI Call"** means an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

**"Bona Fide Request"** has the meaning ascribed to such term in Attachment 14.

**"CABS"** means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

**"CENTREX"** means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like features and includes BellSouth's ESSX®, MultiServe®, Prestige® services.

**"CLASS (Custom Local Area Signaling Service) and Custom Features"** means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business customers (e.g., call waiting, call forwarding and automatic redial).

**"Claim"** has the meaning ascribed to such term in Section 10.4 of the General Terms and Conditions.

**"Collocation"** has the meaning set forth in Attachment 3, Section 2.1.

**"Combinations"** consist of multiple Network Elements that are logically related to enable AT&T to provide service in a geographic area or to a specific customer and that are placed on the same order by AT&T.

**"Commission"** means State Commission as Defined in the Act.

**"Common Transport"** has the meaning set forth in Attachment 2, Section 9.1.

**"Conduit"** has the meaning set forth in Attachment 3, Section 3.

**"Confidential Information"** means confidential or proprietary technical or business information given by the Discloser to the Recipient and further defined in Section 18.1 of the General Terms and Conditions.

**"Contract Year"** means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

**"Cooperative Testing"** has the meaning set forth in Attachment 2, Section 16.1.1.

**"CRIS/CLUB"** means Customer Record Information System/Customer Local Usage Billing.

**"Customer Proprietary Network Information (CPNI)"** is as defined in the Act.

**"Customer Usage Data"** means the local Telecommunications Services usage data of an AT&T Customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by BellSouth and forwarded to AT&T.

**"Dark Fiber"** has the meaning set forth in Attachment 2, Section 15.1.1.

**"Databases"** has the meaning set forth in Attachment 2, Section 13.1.1

**"Dedicated Transport"** has the meaning set forth in Attachment 2, Section 10.1.1.

**"Defaulting Party"** is a Party in breach of a material term or condition of the Agreement.

**"Digital Cross-Connect System"** has the meaning set forth in Attachment 2, Sections 10.5.1.1 and 10.5.1.2.

**"Directory Listings"** has the meaning set forth in Section 20.1 of the General Terms and Conditions.

**"Directory Assistance Service"** has the meaning set forth in Attachment 2, Section 8.3.

**"Discloser"** means that Party to this Agreement which has disclosed Confidential Information to the other Party.

**"Dispute Resolution Process"** is the process described in Section 16 of the General Terms and Conditions and Attachment 1 which has been agreed to by the Parties for resolution of disputes.

**"Distribution Media"** has the meaning set forth in Attachment 2.

**"Effective Date"** is the date indicated in the Preface on which the Agreement shall become effective.

**"EMR"** means the Exchange Message Record System used among LECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

**"Environmental Hazard"** means (1) a release, discharge, leak, spill or disposal (collectively referred to hereafter as "release") of HAZARDOUS MATERIALS has occurred on premises or property that is related to the performance of this Agreement and that such affected material or media is demonstrated through applicable or appropriate testing method to require remediation or removal as determined by all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city or any other political subdivision in which the release has occurred, and any other political subdivision, agency or instrumentality exercising jurisdiction over the release, including any applicable federal and state case law and common law interpreting any of the foregoing or 2) any event involving, or exposure to, HAZARDOUS MATERIALS which poses risks to human health, safety or the environment (including, without limitation, indoor or outdoor environment(s) and is regulated under any applicable laws or regulations as described in (1).

**"Enhanced White Pages"** means optional features available for White Pages Directory listings (e.g., bold, all capitals, additional line of text, indented).

**"Enhanced Yellow Pages"** means optional features available for Yellow Pages Directory listings (e.g., red type, bold, all capitals, additional line of text, indented).

**"E911 Service"** is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

**"Filing"** has the meaning set forth in Section 9.2 of the General Terms and Conditions.

**"Follow-on Agreement"** has the meaning set forth in Section 2.2 of the General Terms and Conditions.

**"Governmental Authority"** means any federal, state, local, foreign or international court, government, department, Commission, board, bureau, agency, official, or other regulatory, administrative, legislative or judicial authority with jurisdiction.

**"Hazardous Materials"** means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency (EPA) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et. seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et. seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et. seq.; and the following specified substances or materials; that may or may not be regulated by the above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls (PCBs); and (4) radon.

**"Interconnection"** is as described in the Act and refers to the linking of two or more telecommunications networks for the purpose of terminating local telephone calls.

**"Interim Number Portability (INP)"** is as described in the Act and means the delivery of LNP capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

**"Line Information Data Base(s) (LIDB)"** means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILECs and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

**"Local Exchange Carrier"** is as defined in the Act.

**"Local Number Portability (LNP)"** means Interim Number Portability (INP) or Permanent Number Portability (PNP).

**"Local Number Portability Database"** supplies routing numbers for calls involving numbers that have been ported from one local service provider to another and is further defined in Attachment 2, Section 13.3.1.

**"Local Service"** has the meaning set forth in Section 1 of the General Terms and Conditions.

**"Local Switching"** has the meaning set forth in Attachment 2, Section 7.1.

**"Local Traffic"** - means any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a local call, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection agreement with an independent LEC, with which AT&T is not directly interconnected.

**"Loop" or "Loop Combination"** has the meaning set forth in Attachment 2, Section 2.1.1.

**"Loop Concentrator/Multiplexer"** has the meaning set forth in Attachment 2, Section 5.1.

**"Loop Distribution"** has the meaning set forth in Attachment 2, Section 4.

**"Loop Feeder"** has the meaning set forth in Attachment 2, Section 6.1.1.

**"MECAB"** means the Multiple Exchange Carrier Access Billing document prepared under the direction the Billing Committee of the OBF. The Multiple Exchange Carrier Access Billing document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access and other connectivity services provided by two or more LECs (including LECs and CLECs), or by one LEC or CLEC in two or more states within a single LATA.

**"MECOD"** means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services- Industry Support Interface, a document developed under the auspices of the Billing Committee of the OBF. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access and other connectivity services which is to be provided by two or more LECs (including LECs and CLECs), or by one LEC or CLEC in two or more states within a single LATA.

**"Network Element"** is as defined in the Act.

**"Network Interface Device"** has the meaning set forth in Attachment 2, Section 4.1.1.1.

**"911 Service"** means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

**"OBF"** means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

**"Operator Systems"** has the meaning set forth in Part I, Section 30.9.5.

**"OUTPLOC"** is as described in Section 28.6.22 of Part I of the Agreement.

**"Parties"** means AT&T and BellSouth.

**"Permanent Number Portability (PNP)"** means the use of the Local Routing Number (LRN) database solution to provide fully transparent LNP for all customers and all providers without limitation.

**"Pole Attachment"** has the meaning set forth in Attachment 3.

**"Premises"** is as defined in the Act.

**"Public Safety Answering Point (PSAP)"** means the designated agency to which calls to E911/911 services are routed.

**"Real Time"** means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.

**"Recipient"** means that Party to this Agreement to which Confidential Information has been disclosed by the other Party.

**"Recorded Usage Data"** has the meaning set forth in Attachment 7, Section 3.1.

**"Release"** means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.



**"Retail Rates"** means the lowest prices that BellSouth actually charges its customers.

**"Rights of Way (ROW)"** has the meaning set forth in Attachment 3.

**"RLEC"** The terms Regional Local Exchange Company ("RLEC"), Local Exchange Company ("LEC"), and Incumbent Local Exchange ("ILEC") are used interchangeably throughout this Agreement.

**"SECAB"** means the Small Exchange Carrier Access Billing document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT - 001856, contains the recommended guidelines for the billing of access and other connectivity services.

**"Served Premises"** means collectively, the AT&T designated locations to which AT&T orders Network Elements, Ancillary Functions or Combinations.

**"Service Control Point"** has the meaning set forth in Attachment 2, Section 13.1.2.

**"Services and Elements"** means collectively Local Services, Network Elements, Combinations, Ancillary Functions, and Additional Features.

**"Service Order"** means the placement of an order for Services or Elements.

**"Signaling Link Transport"** has the meaning set forth in Attachment 2, Section 11.1.

**"Signaling Transfer Points"** has the meaning set forth in Attachment 2, Section 12.1.

**"SS7 Network Interconnection"** has the meaning set forth in Attachment 2.

**"Synchronization"** has the meaning set forth in Attachment 2, Section 16.4.1.

**"Tandem Switching"** has the meaning set forth in Attachment 2, 14.1.

**"Telephone Relay Service"** provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a line operator read the message to a recipient and to relay message recipients' response to the speech or hearing-impaired caller.

**"Total Element Long Run Incremental Cost (TELRIC)"** is the cost of the forward looking least cost technology of providing a service, relevant group of

services, or basic network elements, given that the company already produces all of its services. Alternatively, TELRIC represents the costs avoided if the telecommunications provider had never offered the particular service, group of services, or network element in question.

**"Voluntary Federal Customer Financial Assistance Programs"** are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

**"Waste"** means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities AT&T or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that AT&T, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

**"Work Locations"** means any real estate that BellSouth owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

TABLE 1

## UNBUNDLED NETWORK ELEMENTS

(all prices are interim at this time)

Network Interface Device, Per Month	\$0.56
Loop Combinations, including NID, Per Month	
2 wire	\$18.00
NRC	Appropriate charge from BST GST A4.3.1
4 wire	\$18.00
NRC	Appropriate charge from BST GST A4.3.1
2 wire ISDN	\$18.00
NRC	Appropriate charge from BST GST A4.3.1
DS1	TBD following BellSouth cost submission
NRC	TBD following BellSouth cost submission
Loop Channelization System (C.O.)	
Per System, per month	\$493.00
Per System, NRC	\$525.00
C.O. Channel Interface, per circuit, per month	\$1.46
NRC	\$8.00
Local Switching, Per Month	
2 wire	\$1.90
NRC	Appropriate charge from BST GST A4.3.1
4 wire (Coin)	\$1.90
NRC	Appropriate charge from BST GST A4.3.1
2 wire ISDN	\$1.90
NRC	Appropriate charge from BST GST A4.3.1
2 wire DID	\$12.68
NRC	Appropriate charge from BST GST A4.3.1
DS1 DID -	\$120.00
NRC	To be negotiated
4 wire ISDN	\$308.00
NRC	To be negotiated
Local Switching	
Per minute of use	\$0.0019
Line Class codes for Selective Routing	Price shall be as determined by the Tennessee Regulatory Authority.
End Office Switching	
Local termination	\$0.0019 per minute
Tandem Switching	\$0.000676 per minute
Operator Systems	
Operator Call Handling- Station & Person, per call	\$0.30

Automated Call Handling, per call	\$0.15
Directory Assistance	\$0.25
DA Call Completion	\$0.12
Intercept	\$0.15
Busy Line Verification	\$0.90
Emergency Interrupt	\$1.95
<b>Dedicated Transport</b>	
DS1 Local Channel	\$133.81
NRC First	\$868.97
NRC Add'l	\$486.83
DS1 Interoffice Channel, facility termination	\$90.00
, per mile	\$23.00
, NRC, First/Add'l	\$100.49
DS0 Interoffice Channel, facility termination	\$38.37
, per mile	\$1.90
, NRC	If any, to be determined
Voice Grade Transport, per month	\$27.00
, per month per mile (1-8)	\$1.90
, per month per mile (9-25)	\$1.90
, per month per mile (> 25))	\$1.90
, NRC	\$96.00
<b>Common Transport</b>	
facility termination, per minute	\$0.00036
per minute, per mile	\$0.00004
<b>Signaling Links</b>	
A link	\$155.00 per link per month
non-recurring	\$510.00 per link
D link	Not available pending development of mediation device
non-recurring	\$510.00 per link
<b>Signal Transfer Points</b>	
ISUP	\$0.000023 per message
TCAP	\$0.00005 per message
port	\$355.00 per port
usage surrogate	\$395.00
<b>Service Control Points</b>	
LIDB transport, per query	\$0.0003
LIDB validation, per query	\$.038
NRC, each	\$91.00
800/888	\$0.004 per query
NRC Reservation charge, per 800 number reserved	\$30.00 first, \$0.50 add'l
NRC Establishment charge, per 800 number established with 800 Number Delivery	\$67.50 first, \$1.50 add'l

NRC Establishment charge, per 800 number established with POTS number delivery	\$67.50 first, \$1.50 add'l
NRC Change charge, per request	\$48.50 first, \$0.50 add'l
<b>Service Control Points (cont'd)</b>	
NRC customized area of service, per 800 number	\$3.00 first, \$1.50 add'l
NRC multiple interLATA carrier routing, per carrier requested, per 800 number	\$3.50 first, \$2.00 add'l
NRC call handling and destination features, per 800 number	\$3.00 first, \$3.00 add'l
AIN	To be determined upon development of mediation device
<b>Call Transport and Termination</b>	
Transport	Common and dedicated transport rate elements apply.
Tandem switching, per minute	\$0.000676
End Office switching, per minute	\$0.0019
<b>Dark Fiber</b>	
Per each fiber strand per route mile or fraction thereof	\$241.00
Per each four-fiber dry fiber arrangement	\$1,808.19 First \$922.95 Add'l
<b>Electronic Interfaces</b>	Reimbursement for operational interfaces shall be as determined by the Tennessee Regulatory Authority

NRC Establishment charge, per 800 number established with POTS number delivery	\$67.50 first, \$1.50 add'l
NRC Change charge, per request	\$48.50 first, \$0.50 add'l
<b>Service Control Points (cont'd)</b>	
NRC customized area of service, per 800 number	\$3.00 first, \$1.50 add'l
NRC multiple interLATA carrier routing, per carrier requested, per 800 number	\$3.50 first, \$2.00 add'l
NRC call handling and destination features, per 800 number	\$3.00 first, \$3.00 add'l
AIN	To be determined upon development of mediation device
<b>Call Transport and Termination (1)</b>	
Transport	Common and dedicated transport rate elements apply.
Tandem switching, per minute	\$0.000676
End Office switching, per minute	\$0.0019
(1) The Parties agree to bill a mutually agreed upon composite interconnection rate of \$0.002 until January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of the call transport and termination rates on an elemental basis as identified above, shall be retroactive to the Effective Date, and shall not be subject to true-up.	
<b>Dark Fiber</b>	
Per each fiber strand per route mile or fraction thereof	\$241.00
Per each four-fiber dry fiber arrangement	\$1,808.19 First \$922.95 Add'l
<b>Electronic Interfaces</b>	Reimbursement for operational interfaces shall be as determined by the Tennessee Regulatory Authority



## AGREEMENT

This Agreement, which shall become effective as of the 14<sup>th</sup> day of July, 1999, is entered into by and between Teleport Communications Group, Inc., ("TCG") a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, TCG has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth Telecommunications, Inc. and AT&T Communications of the Southern States, Inc. ("BellSouth/AT&T Interconnection Agreement") dated February 24, 1997 for the state of Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, TCG and BellSouth hereby agree as follows:

1. TCG and BellSouth shall adopt in its entirety the BellSouth/AT&T Interconnection Agreement ("Adopted Agreement") dated February 24, 1997 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement.

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**ORIGINAL** TCG Adopt - TN



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2. In the event that TCG consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of TCG under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the BellSouth/AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the BellSouth/AT&T Interconnection Agreement, the effective date shall be February 24, 1997.

4. TCG shall accept and incorporate any amendments to the BellSouth/AT&T Interconnection Agreement executed subsequent to the date of this Agreement, as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

TCG Account Team  
Suite 200  
1960 W. Exchange Place  
Tucker, Georgia 30084

and

Susan Arrington  
Manager - Interconnection Services  
34S91 BellSouth Center  
675 W. Peachtree Street, N.E.  
Atlanta, Georgia 30375

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

Teleport Communications Group, Inc.

Bill Peacock  
Director – Negotiations Local Service and  
Access Management  
AT&T  
1200 Peachtree Street, N.E.  
Room 4160  
Atlanta, Georgia 30309

With a copy to:

Chief Commercial Attorney  
AT&T  
1200 Peachtree Street, Prom I  
Room 8100  
Atlanta, Georgia 30309

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

6. The Parties hereby agree that Section 16 of the General Terms and Conditions of the Adopted Agreement is hereby deleted in its entirety and replaced with the following language:

16. Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

7. The Parties hereby agree that Part IV, Section 37 of the General Terms and Conditions section of the Adopted Agreement is hereby deleted in its entirety and replaced with the following language:

**37. Compensation for Call and Transport Termination**

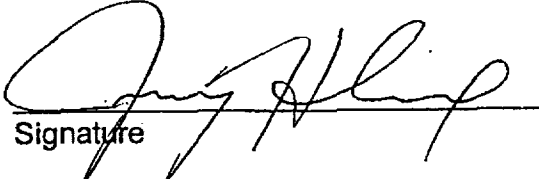
The rates that TCG and BellSouth shall charge each other for the termination of local calls are set forth in Table 1 (See Section 36 for Table 1). Facilities needed to be purchased by either TCG or BellSouth, for the purpose of interconnecting the networks of one company with the networks of the other may be purchased at rates, terms and conditions set forth in BellSouth's Intrastate Switched Access (Section E6) or Special Access (Section E7) Services tariff.

8. The Parties agree that Attachment 1 of the Adopted Agreement is not applicable and is hereby deleted in its entirety.

9. The Parties to this Agreement hereby agree that all of the other provisions of the BellSouth/AT&T Interconnection Agreement dated February 28, 1997, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

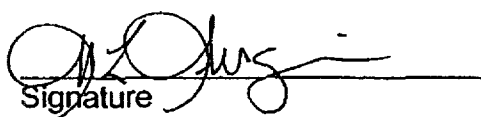
BellSouth Telecommunications, Inc.

  
Signature

Jerry D. Hendrix  
Name

7/14/99  
Date

Teleport Communications Group, Inc.

  
Signature

Michelle L. Aubier  
Name

7/13/99  
Date